

*"Making Parks and Recreation the hallmark of citizen-focused quality, service and excellence for the entire City of Wenatchee"*

## WENATCHEE PARKS AND RECREATION ADVISORY BOARD

### MEETING AGENDA

May 18, 2010 12:00-1:00pm

City Council Chambers 129 South Chelan Avenue

#### CALL TO ORDER

#### ROLL CALL

Greg Jones, Mark Peterson, Francisco Cuevas, Jeff Heuple, Laura Jaecks, Bob Siderius, Steve Kolk

#### CONSENT AGENDA:

1. Minutes from the April 20, 2010 meeting are unavailable.

#### CITIZEN COMMENTS:

The Public comment period is to provide the opportunity for members of the audience to address the Board on items either not on the agenda or not listed as a Public Hearing. The Chair will open this portion of the meeting and ask for a show of hands, of those persons wishing to address the Board. When recognized, please give your name and mailing address, and state the matter of your interest. If your interest is an Agenda Item, the Chair may suggest that your comments wait until that time. Citizen comments will be limited to three minutes. If you require more than the allotted time, your item will be placed on the next agenda.

#### REGULAR AGENDA:

- |    |   |                         |    |
|----|---|-------------------------|----|
| 1. | Election of Board Secretary                               |                         | 2  |
| 2. | Wenatchee Row and Paddle Club Memorandum of Understanding |                         | 3  |
| 3. | Dog Off Leash Area Committee Report                       | Heuple, Jaecks          | 25 |
| 4. | City Property Committee Report                            | Siderius, Jones, Heuple | 26 |
| 5. | Facility Use Committee Report                             | Siderius, Heuple, Jones | 27 |
| 6. | City Pool Committee Report                                | Peterson, Jaecks        | 28 |
| 7. | Pioneer Park Committee Report                             | Jones, Cuevas, Kolk     | 29 |
| 8. | City Council Items  |                         | 30 |
| 9. | Grant Report  |                         | 31 |

NEXT MEETING: Tuesday May 25, 2010 – Retreat, Tuesday June 15, 2010 Meeting

*Any person requiring a disability accommodation should contact the City at least 24 hours in advance for more information. For TDD relay service please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial (509) 662-3392.*



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: Selection of secretary and amendment to Wenatchee Municipal Code section 1.102  
Date: May 4, 2010

Due to anticipated long-term staffing issues, it will be necessary for the Board to select a secretary from within the Board membership. The primary function of the secretary will be to prepare, manage and distribute meeting minutes. Staff recommends the following:

1. Select a secretary to begin immediately.
2. Recommend amending the Wenatchee Municipal Code (in red) as follows:

1.102.060 Officers, meetings, bylaws and quorum.

(1) The board shall, elect a chairperson to serve a one-year term. At the conclusion of the term, the vice chairperson assumes the position of chairperson and a new vice chairperson is elected. The chairperson will preside at all meetings, preserve order and decorum, enforce the rules and regulations of the board, sign all letters and documents as authorized by the board and as prescribed by law and will otherwise perform the duties evolving upon a presiding officer.

(2) The board shall select a vice-chair-person to serve a one year term. In the event the chairperson is absent, the vice chairperson fills the role of the chairperson.

(3) The board shall also select a secretary of the Board from the remaining members. In the event the chairperson and vice chairperson are both absent, the secretary will act in the chairperson capacity, representing the board and conducting business. The secretary is responsible for preparing, managing and distributing the minutes of the Board meetings.

(4) In the event that the chairperson, vice chairperson and secretary are absent, an acting chairperson may be elected by a majority vote from the remaining board members present for the purpose of representing the board and conducting business.

Actions Requested:

Move to appoint [INSERT NAME] as secretary of the Parks and Recreation Advisory Board.

Move to recommend amendment of Wenatchee Municipal Code section 1.102 as presented and forward the recommendation to the City Council for consideration.



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: Memorandum of Understanding with Row and Paddle Club  
Date: May 4, 2010

In an effort to expand rowing and paddling opportunities available to the public, the City and the Wenatchee Row and Paddle Club are proposing to work together to complete a master plan project on Chelan County Public Utility District owned property indicated in the attached MOU Exhibit A. An alternate site located on City property is also currently being explored and is represented on Exhibit B. The row and paddle club would provide the funding for the project.

A draft agreement has been prepared and presented to the Wenatchee Row and Paddle Club Board and discussed with PUD staff. The Row and Paddle Club recommended approval and PUD staff requested to be kept informed and involved with the project. The first draft of the project scope of work is also attached for informational purposes only.

**Action Requested:**

Move to recommend approval of the Memorandum of Understanding between the City of Wenatchee and the Wenatchee Row and Paddle Club for the Paddles Point Planning Project and to forward the recommendation to the City Council for consideration.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington (hereinafter “City”), and Wenatchee Row and Paddle Club, (hereinafter referred to as the “Club”), collectively referred to herein as the “Parties.”

### **RECITALS**

**WHEREAS**, the City of Wenatchee adopted a Parks, Recreation and Open Space Comprehensive Plan on August 24, 2006; and

**WHEREAS**, the Comprehensive Plan outlines a series of goals, recommended actions and timelines to implement the recommendations regarding the direction, process and priorities for future park master planning, facility design and development, operations, recreation programming and organizational development; and

**WHEREAS**, the plan specifically identified the need to develop additional recreational facilities, parks, trails, water access sites and other amenities in order to provide comprehensive parks and recreation services within the City of Wenatchee; and

**WHEREAS**, the City of Wenatchee and Wenatchee Row and Paddle Club realizes the importance that water recreation facilities and programs play in enhancing the overall quality of life and providing a positive influence on the development of an individual's mind, body and character; and

**WHEREAS**, City of Wenatchee and Wenatchee Row and Paddle Club representatives have met with Chelan County Public Utility District representatives about creating a master plan for the area owned by the Chelan County Public Utility District adjacent to the boat storage facility utilized by the Row and Paddle Club; and

**WHEREAS**, the Wenatchee Row and Paddle Club has the financial ability to complete a Master Plan for the area; and

**WHEREAS**, the City of Wenatchee wishes to collaborate with organizations to support the development of facilities for the benefit of residents of the community.

**WHEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

### **AGREEMENT**

**Purpose and Scope.** The purpose of this Agreement is for the Parties to identify how they will cooperate and partner, for the mutual benefit of the Parties, to advance the vision, goals and objectives of the City of Wenatchee Parks, Recreation and Open Space Comprehensive Plan and the goals and Objectives of the Chelan County Public Utilities District and the Wenatchee Row and Paddle Club.

1. **Specific Objectives and Completion Dates.** The Parties have agreed to the following specific objectives and targeted completion dates. The parties will adjust the dates as necessary.
  - a. **Planning.** The Parties shall participate in an overall joint planning effort which involves the Chelan County Public Utility District, rowing community, general public, and City of Wenatchee, the purpose of which is to identify the programs,

services and facilities of each Party that may benefit through a formal partnership with each other.

Targeted Completion Date: January 31, 2010.

- b. Paddlers Point Project Plan. The Parties shall complete a master plan for the area identified by the outline on Attachment A. The analysis will consider issues such as mutual and individual programmatic, space and equipment needs, operational requirements, construction costs and funding, operating costs and funding, parking and access, and management and ownership issues.

Targeted Completion Date: January 31, 2011.

- c. The Parties agree to publicly support and advocate, as needed, the purpose and specific objectives of the Agreement.

Targeted Completion Date: Ongoing.

2. Cost. The Parties recognize that the implementation of this Agreement requires funding. The Parties acknowledge that neither the City of Wenatchee nor Chelan County Public Utility District has allocated specific funding to implement this Agreement. Work undertaken to implement this Agreement will be provided by the Wenatchee Row and Paddle Club unless funding is identified by one or both Parties.
3. Mutual Indemnity.  
Each party to this agreement shall be responsible for all liability, loss, damage, expense, actions and claims to damages of persons or property resulting from actions or omissions on the part of itself, its employees, agents or officers. Neither party to this agreement shall be considered the agent of the other party.
4. Termination. This Agreement may be terminated by either Party upon thirty (30) calendar days written notice to the other Party's representative.
5. Agreement Review and Monitoring. The Parties shall communicate regularly to discuss the status of the Agreement and to resolve any issues or disputes related to the successful completion of this Agreement.
6. Additional Agreements. Agreements in addition to and separate from this Agreement will be required.
7. Dispute Resolution. The City and Club will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. The services of a mediator may be used to assist with the resolution. If the Parties agree that mediation is necessary, the Parties agree to share equally in the cost of mediation services.

8. Governing Law/Venue. This Agreement is governed by the laws of the State of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
9. Notice. Any notice required by this Agreement shall be sent to:
- City of Wenatchee  
129 South Chelan  
P.O. Box 519  
Wenatchee, WA 98807-0519
- Wenatchee Row and Paddle Club  
PO Box 3925  
Wenatchee, WA 98807
12. Co-Administrators. Skip Johnson, on behalf of the Club, and David Erickson, on behalf of the City, shall act as Co-Administrators, and shall be responsible for the administration of this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF WENATCHEE

By \_\_\_\_\_  
DENNIS JOHNSON, Mayor

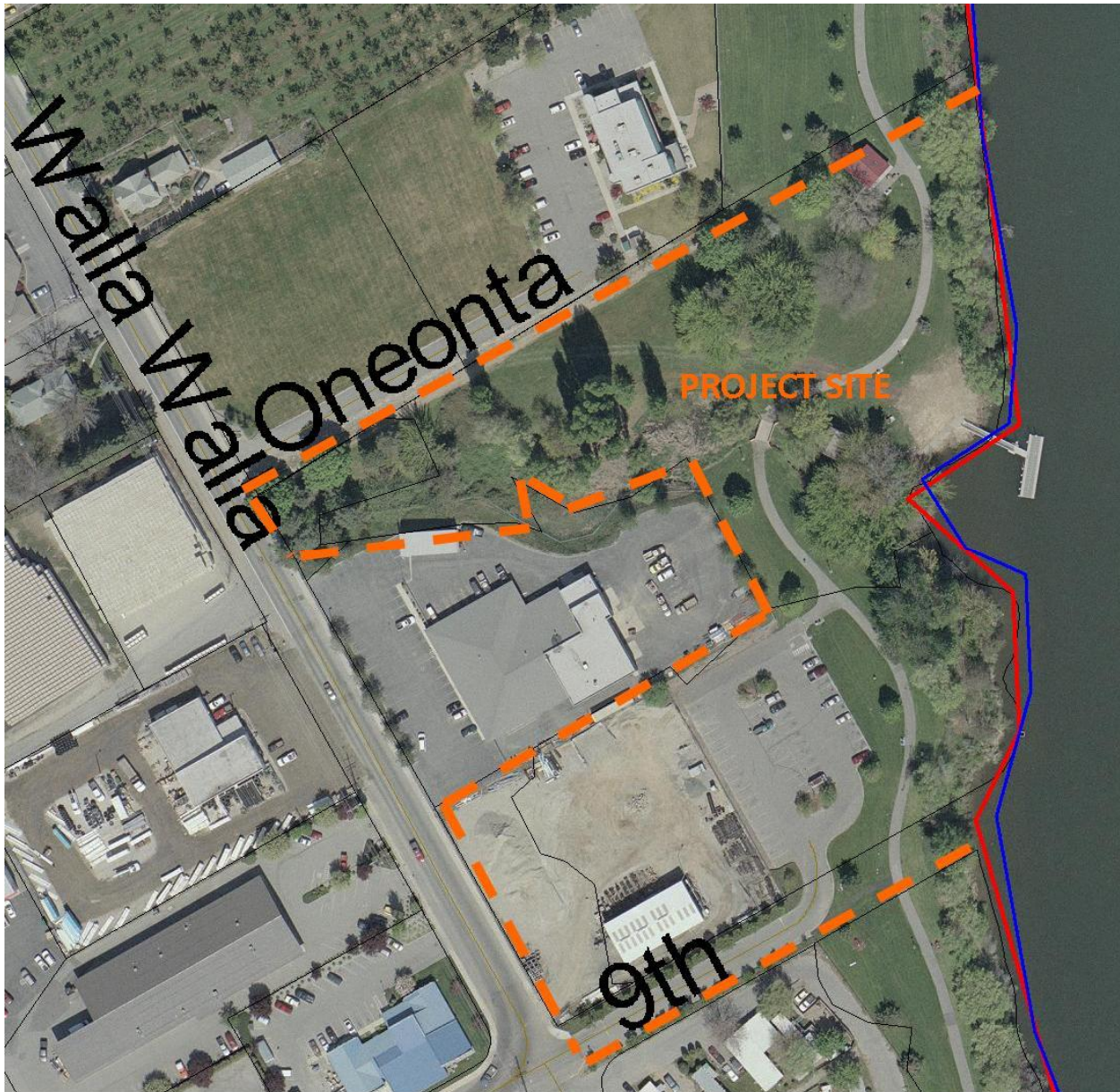
DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

WENATCHEE ROW AND PADDLE CLUB

By \_\_\_\_\_  
SKIP JOHNSON, President



**EXHIBIT A**





**EXHIBIT B ALTERNATE SITE**





# **SCOPE OF WORK**

## **INTRODUCTION AND BACKGROUND**

The City of Wenatchee is soliciting proposals from qualified firms to work in conjunction with the Chelan County Public Utility District and the Wenatchee Row and Paddle Club to provide park design, master planning services and construction documents for an area of Linden Tree Park owned by the Chelan County Public Utility District. The structures on the property are owned by the City of Wenatchee and leased to the Wenatchee Row and Paddle Club for storage of rowing shells and programming.

The City entered into a Co-sponsorship Agreement with the Wenatchee Row and Paddle Club in 2009 to provide interim programming and storage at the property while a master plan is being developed. The Wenatchee Row and Paddle Club have made temporary improvements to the site including pathways, a dock and building storage and appearance improvements. The improvements were made to provide as much programming at the site as possible. The Wenatchee Row and Paddle Club would like to continue to utilize and improve a portion of the site and partner with the City to continue to provide programming for residents and visitors to the community. The Chelan County Public Utility District would like to maximize parking efficiency, ensure public use of the site and not incur additional maintenance or operations costs. Sustainability and conservation of resources are integral to the design of the site. Design and planning should utilize appropriate green building practices where applicable. Community input is also a large portion of the planning process. The community will be the driving force behind the design elements of the site. It is the intention of this project to implement improvements that are suited closely to the needs and desires of the community in which the park stands.

The property mentioned in this RFP is located on Chelan County Public Utility District owned land, inside the City limits of Wenatchee (Exhibit A). Please note the need to be familiar with not only the City jurisdictional requirements but also Chelan County Public Utility requirements for this project.

The Row and Paddle Club site within X Park will become an asset and destination park to all those who live in Wenatchee and will also serve the greater Wenatchee Valley. It is hoped that the improvements for the site will provide increased efficiency in use and operations, become a model for other Cities and provide the community with recreation opportunities. The City envisions continuing the Co-sponsorship Agreement with the Chelan County Public Utility District and will continue to promote the programming and site work provided by the Wenatchee Row and Paddle Club. Relationships with the Wenatchee Row and Paddle Club and other partners are key to ensuring the success of this project. The City is focused on providing unique park experiences that provide hands on education, teaching elements, promotion of conservation and sustainability, active and passive recreational uses, classes, programs, events. This project will further promote “Healthy Parks, Health People” in our community.

## **SCOPE OF SERVICES**

The Scope of Services includes, but is not limited to, site analysis and assessment, community outreach and public input, park master plan schematics, project specific webpage support, construction document preparation and a fundraising plan. In addition, support is requested for design development,

construction management, permitting, and post-construction stewardship monitoring. Importance is placed on the community outreach and public input sections. The City and Chelan County Public Utility District would like to ensure that the majority of the needs addressed by the community are met. Please note, even though this is a Chelan County Public Utility District owned property, with leased City structure it is located in the City of Wenatchee. Your firm will need to be familiar with City and Chelan County Utility District codes, restrictions and processes throughout the project. All work must fully comply with all Federal and State regulations, and City of Wenatchee and Chelan County Public Utility District Codes and requirements, including Americans with Disabilities Act requirements. All deliverables will be submitted to the City in hard copy and original electronic format (for example: Excel, AutoCAD, Word, etc.). The City will forward the materials to the Wenatchee Row and Paddle Club and Chelan County Public Utility District. All work produced by consultant for this project will become property of the City of Wenatchee, Chelan County Public Utility District and Wenatchee Row and Paddle Club and it is expected that information pertinent to this project will be shared freely with all personnel involved in the project. Address each of the following phases by describing how your firm would meet the written criteria. Include experience and examples of similar work performed and/or provide information on subcontractor's experience.

#### **SITE ANALYSIS/ASSESSMENT**

This phase will include an environmental site analysis of the property to consider existing site conditions, opportunities and constraints, along with neighborhood and civic interests. Additional information will be needed to evaluate existing buildings, trees, potential property uses, energy resources, conservation options, architectural uses and alternative landscape options for the purpose of developing the park site.

##### **General tasks/milestones:**

- Review existing documents and relevant background materials relating to the project.
- Conduct meetings and/or interviews with Chelan County Public utility District, Wenatchee Row and Paddle Club, City representatives and other key stakeholders as needed.
- Obtain topographic site survey, arborist report, geotechnical report and architectural analysis, which may include hiring and managing consultants as needed.
- Prepare a Site Analysis.
- Develop a work plan if there are any mitigation requirements.

##### **Deliverables:**

- Topographic site survey
- Arborist report
- Geotechnical report
- Architectural assessment
- Graphic and written documents summarizing project issues, site opportunities and constraints
- Site Analysis
- Feasibility Study

## **COMMUNITY OUTREACH AND PUBLIC PARTICIPATION**

This phase embarks on the community outreach process, builds support for the park project and solicits community comment on how the site should be designed to meet the needs of residents and park users.

The community outreach and public input process will be integral to the park planning and design process. It is essential that the diverse make-up of the community is represented fairly in this process, including those that speak English as a second language and others that may find it difficult to engage in standard outreach methods.

### **General tasks/milestones:**

- Prepare a community outreach strategy and conduct the community outreach process.
- Engage City, Chelan County Public Utility District, Wenatchee Row and Paddle Club, community groups, stakeholders and individuals/residents.
- Identify community liaisons and leaders, hire/engage professionals and community members as needed to aid in outreach.
- Identify and develop methods to distribute project information (website, newsletter, existing publications and media)
- Hold focus groups and attend meetings of local community-based organizations.
- Hold stakeholder interviews.
- To meet the needs of the diverse community surrounding the site a Spanish language interpreter should be available for community events and written materials, seeking public input shall be provided in both English and Spanish.
- Conduct on-site educational/environmental programs to foster community engagement; utilize the Wenatchee Row and Paddle Club to help promote programs related to community row and paddle programs.

### **Deliverables:**

- Develop work plan detailing the community outreach strategy and timeline.
- Graphic and written information (fliers, surveys, questionnaires, press releases, etc.) to support the public outreach efforts, (English, Spanish and electronically).
- On-site educational/environmental programming related to row and paddle.
- Presentations to Public Boards, Commissions and Council as needed.

## **MASTER PLAN**

In this phase, based on needs assessment and community outreach, a master plan will be developed. This master plan will reflect the needs and interests identified by the community, the City, Chelan County Public Utility District provisions and other key partners.

### **General tasks/milestones:**

- Conduct master plan process.
- Engage City, Public Utility District (staff, leaders and boards), community groups, stakeholders and individuals/residents
- Hold 3-4 workshops to assess needs and solicit community input on design alternatives.

#1 Needs Assessment and Program Development

#2 Explore Design Alternatives, Select Materials and Finishes

#3 Select Preferred Alternative for Master Plan

- Develop master plan.
- Develop cost estimate.
- Develop implementation program (including factors such as construction phasing options, funding strategy, programming and stewardship).
- Present master plan to City, Chelan County Public Utility District and public throughout process.

Deliverables:

- Master Plan.
- Cost Estimate.
- Memo outlining Implementation Plan.
- All written and graphic materials to conduct community engagement, workshops, and presentations.

## **OPERATING COST MODEL AND PARK MAINTENANCE PLAN**

In this phase an operating cost model and maintenance plan will be completed for the project. The City, Chelan County Public Utility District and Wenatchee Row and Paddle Club will look to the firm hired to analyze and extrapolate data from the previous phases to complete both the operating cost model and maintenance plan. Revenue generating elements for the property are of high interest to cover all the necessary operating costs as are creative opportunities for the site. The Maintenance Plan should address how maintenance of the site once each construction phase is completed would be funded.

General tasks/milestones:

- Create operating cost model.
- Analyze data from previous phases to prepare most effective revenue generating opportunities.
- Include maintenance tasks and frequency and duration for each task.
- Develop a maintenance plan.

Deliverables:

- Operating Cost Model.
- Maintenance Plan.
- Life cycle and cost replacement model for elements to be installed onsite.

## **CONSTRUCTION DOCUMENTS (ALTERNATE A)**

In this phase construction documents will be completed for the newly designed site. Construction documents should include all aspects of the master plan. In your proposal, include a proposed logical sequence of phasing for the construction documents and a cost proposal for each phase. A phased plan for construction documents is requested because it is anticipated that funding for construction of the site will happen in phases. This will enable the the completion of the site as funding is received. Address the construction documents separately in your cost proposal, label and include as Alternate A.

Deliverables:

- Construction Documents
- Park construction phasing plan/approach

## **FUNDRAISING PLAN**

In this phase, describe the strategy and sources to raise funds for the project.

General tasks/milestones:

- Create a development strategy including the identification of revenue sources.

## **PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS**

Throughout the entire project the regular project updates are required to be added to the City of Wenatchee and Wenatchee Row and Paddle Club webpages. This will include but is not limited to project schedule, meeting minutes/notes and chronology of events. Text should be given to City in a PDF format and shall include images along with the text; English and Spanish versions are expected to be posted and updated.

Regular progress reports are also to be submitted in the form of a PowerPoint Presentations. Describe the frequency with which your firm will provide progress reports, communications and updates. A minimum of monthly updates as well as updates after every public meeting/outreach event are required.

Deliverables:

- Work plan with schedule for updates

## **ADDITIONAL PROJECT SUPPORT**

Describe your firm's involvement in the project after the previous sections are completed. Additional project support in the following areas is requested:

- Construction Management.
- Post-Construction Monitoring.

## **PROJECT TIMELINE**

The City's proposed start date for this project is January of 2011 and a completion date of January of 2012. It is anticipated that the site analysis and assessment, community outreach and public input and park master plan schematics will take approximately six months to complete and the construction document preparation another six months. Describe how your firm will respond to this timeline.

## **PROPOSAL PROCESS**

Proposals shall contain an executive summary and shall clearly articulate how services identified in the scope of work will be provided, qualifications, experience, references, and all of the information



requested herein. Proposals shall not exceed 30 pages including any graphics and/or attachments, and shall be submitted in an original electronic version on a labeled CD (Word, Excel etc.) and a paper original with **NINE** hard copies. The original and each copy shall include a tabbed index and page numbers. The original must be clearly marked and contain an original signature. Failure to clearly mark the original and provide an original signature may result in a proposal being found non-responsive and given no consideration. The services provided, qualifications, experience, and reference portions of the proposals will be weighted and scored by an evaluation panel. Proprietary data or trade secrets should be clearly identified as such in your proposal.

Proposals shall address the following sections in order; refer to the scope of work for project specific information:

1. Executive Summary
2. Firm Organization
3. Site Analysis/Assessment
4. Community Outreach and Participation
5. Master Plan
6. Operating Cost Model and Maintenance Plan
7. Construction Documents (Alternate A, with phasing options)
8. Fundraising Plan
9. Project Specific Website Support and Progress Reports
10. Additional Project Support
11. Project Timeline
12. Cost proposal

#### Firm Organization

- Include name, address, and telephone number of primary firm submitting proposal and identify each
- sub-consultant including name, address, and telephone number.
- Describe the working relationship and duties of the proposed prime and sub-consultants.
- Provide a profile of the firm including types of services offered, the year founded, and form of organization (corporation, partnership, sole proprietorship).
- Include a statement to the effect that the proposed Project Team will be available to work on the Project in the roles specified with the proposed timeline and will not be reassigned, removed or replaced without the consent of the City.

1. Project Team:  
Provide an organizational chart of the project team that clearly delineates communication and reporting relationships among the project staff and among the major subconsultants involved in the Project. Identify key personnel to perform work in the various tasks, and include major areas of subcontracted work. Indicate the expected contributions of each staff member in time as a percentage of the total effort.
2. Project Team Qualifications:  
Establish the qualifications of the proposed Project Team in terms of education, experience,

professional credentials, awards, and licensing status. Describe in detail each team member's responsibilities for the Project and indicate the number of years the individual has had this responsibility on similar projects. Specifically show, for each team member, a list of projects for which they served in the role they are expected to serve for this project. Show, for the team as a whole, their achievements in designing similar projects. This information, at a minimum, will be provided for the Principal, Project Manager(s), Project Architect(s), and Job Captain(s) for the prime consultant and major sub-consultants proposed for the project.

3. **Experience:**  
Demonstrate successful experience by showing technical competence and specialization in projects similar in scope and complexity to the proposed project indicated. Evidence of the qualifications and ability to successfully address major design issues related to facilities of this type must be shown. Provide a description of the last five similar projects for which your firm has had significant design and/or planning responsibility. For each of the projects cited, indicate the project name, when it was completed, total cost, and the name of an owner's representative with phone number who may serve as a reference.
4. **Work Plan:**  
Utilizing the program elements and project objectives shown in the Scope of Work, provide a detailed, well-conceived work plan showing the methodology and approach to be used to successfully accomplish the Project. Indicate as part of the Work Plan the firm's capability to accomplish other current projects and this Project with its current work force.
5. **Quality Control:**  
Demonstrate an ability to undertake and complete complex municipal projects on time, within budget, with a high degree of quality and show sensitivity to the needs and interests of the community. Provide an explanation of the consultant's quality and cost control philosophy, procedures and goals. State whether or not the firm has ever been involved in litigation, arbitration or mediation as a result of design errors and/or omissions and the circumstances of any involvement.
6. **Green Building Standards/Energy Efficiency:**  
Demonstrate experience with the design of buildings based on the principles of energy conservation, indoor air quality and sustainability. The project is expected to use green alternatives where possible. Provide specific information concerning the experience of the project team members with sustainability for new and remodel construction. Demonstrate knowledge of local utility programs/incentives which may be available to aid energy conservation designs and/or offset capital costs.
7. **References:**  
List no less than three reference clients for whom similar or comparable services have been performed. Include the name, mailing address and telephone number of their principal representative.
8. **City of Wenatchee Contract:**

The successful firm will be asked to sign a City of Wenatchee contract substantially similar to the Sample Contract provided in Exhibit B. Proposals should include a signed statement indicating the firm's willingness/ability to sign this contract "as is", including proposed insurance requirements in Exhibit A, or detailing the reasons why they are not willing or able to do so.

9. Cost Proposal:

In a separate envelope marked "Cost Proposal" with the name of your firm on the outside, submit a fee schedule that outlines all requirements in this RFP. Include in your cost proposal all items outlined in the Scope of Services, deliverables, Alternate A and a clear definition of tasks. Each task shall include the direct costs associated with completion said task. Also indicate incidental costs such as sub-consultant markup or markup on specialized equipment as a percentage. Include a copy of your cost proposal on the CD your firm submits. Cost proposals should be in an Excel spreadsheet or comparable program. A PDF of your cost proposal will not be accepted.

10. Relationship with the City:

It is expected that the firm selected will meet with City staff on a regular basis and attend several meetings in Santa Rosa. Describe how you would meet this criterion.

## **EVALUATION OF PROPOSALS AND NEGOTIATIONS**

An evaluation panel will review all proposals submitted and select the top proposals. These top firms may then be invited to make a presentation to the evaluation panel in Wenatchee City offices, at no cost to the City. The City may request Best and Final Offers. Based on the presentation and Best and Final offers, if requested, the panel will select the proposal which best fulfills the requirements. The City will negotiate with that firm to determine final pricing and contract form. There will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Selection Criteria: The following is a list of the criteria for the selection of the firm for the project:

- Technical Capabilities and Specialized Knowledge

This criterion involves an evaluation of the quality of the technical capabilities and specialized knowledge needed to successfully perform the specified Scope of Services, and a review of the proposing firm's demonstrated previous ability to deliver the work required in a timely and proficient manner. Specifically, this will evaluate that the following will be provided successfully and in a timely manner: (1) design and construction management services for parks and/or municipal facilities of comparable scope and complexity; (2) ongoing, accurate construction cost estimates which may be used successfully to plan the final scope of work; (3) timely, consistent and helpful support during all phases of the project; (4) creative, innovative and cost efficient solutions to challenging design issues; and (5) knowledge of and experience with community outreach to diverse community stakeholders and fundraising.

- Professional Qualifications, Knowledge, and Experience

This criterion involves an evaluation of the qualifications, knowledge, and experience of the project team including the Principal, Project Manager, Project Architect and Job Captain proposed to perform the Scope of Services. It will involve a review of the background, experience, performance records, competence, and integrity of the firm, as well as an assessment of the qualifications of the project team who will be responsible for the performance of the Scope of Services. The overall team capacity, balance, and organization will also be evaluated. This factor will also include an assessment of the availability and ability of the firm (including the Project Manager and key personnel) to perform the Scope of Services in a timely manner. The knowledge, existing relationships and ability to work with various agencies will also be evaluated. Also the consultant shall become familiar with regulations and protocol from the Chelan County Public Utility District, due to the fact that this property is owned by the District and located within the city limits.

- **Knowledge of Local Conditions**

This criterion will evaluate knowledge of and experience with local processes, conditions, regional needs, and any other conditions affecting the successful completion of the Project.

- **Responsiveness to the RFP**

This criterion will evaluate the responsiveness to the requirements, terms and conditions of this Request for Proposals, including the willingness to sign the proposed City contract “as is”.

- **References**

This criterion will evaluate the appropriateness of the references provided as requested by the RFP.

## **CITY CONTACTS**

All proposals, offers and counter offers will be extended through the City of Wenatchee whose name, address and telephone number are shown below and in the designated contacts section. Any negotiations may be conducted by the Recreation and Parks Department or another party as noticed by the Department. Award will be by City Council Resolution. No other officer or agent may obligate or bind the City. In the designated contacts section, firms will designate, by name, who will receive offers and counter offers. The person named will be an authorized agent of the firm able to conduct negotiations or written offers in good faith. For questions or additional information, please contact the appropriate individual listed below, preferably by email.

David Erickson  
Parks and Recreation Director  
City of Wenatchee  
PO Box 519  
Wenatchee, Washington 98801  
daerickson@wenatcheewa.gov  
(509)888-3284

## ESTIMATED SCHEDULE

September 17, 2010	Mail RFP
October 22, 2010 at 3 pm	Receive Proposals
October/November 2010	Panel Meeting to Screen Proposals
November 2010	Presentations to the Panel
November 2010	Award
January 2011	Start of Work

## INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

- A Commercial general liability at least as broad as (per occurrence) \$1,000,000 (Must include operations and completed operations coverage) (aggregate) \$2,000,000
  - B Business auto coverage at least as broad as (per accident) \$1,000,000
  - C Errors and Omissions liability (per claim & ag) \$1,000,000
  - D Workers Compensation Statutory Employer's Liability \$1,000,000
- 1 If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.
  - 2 Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto coverage. If Consultant will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage.
  - 3 Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
  - 4 Sole Proprietors must provide representation of their exempt status. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the Consultant, its employees, agents and subcontractors.

All policies shall contain or be endorsed to contain the following provisions:

Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, then ten (10) days notice shall be given.

### **Liability policies are to contain, or be endorsed to contain the following provisions:**

For any claims related to this project, the Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by the CITY shall be excess of the Consultant's insurance and



shall not contribute with it.

The City of Wenatchee, Chelan County Public utility District and Wenatchee Row and Paddle Club, its officers, agents, employees and volunteers are to be named as additional insured.

### **Other Insurance Provisions**

No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss.

Consultant hereby waives such right with regard to the indemnities.

All insurance coverage amounts provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

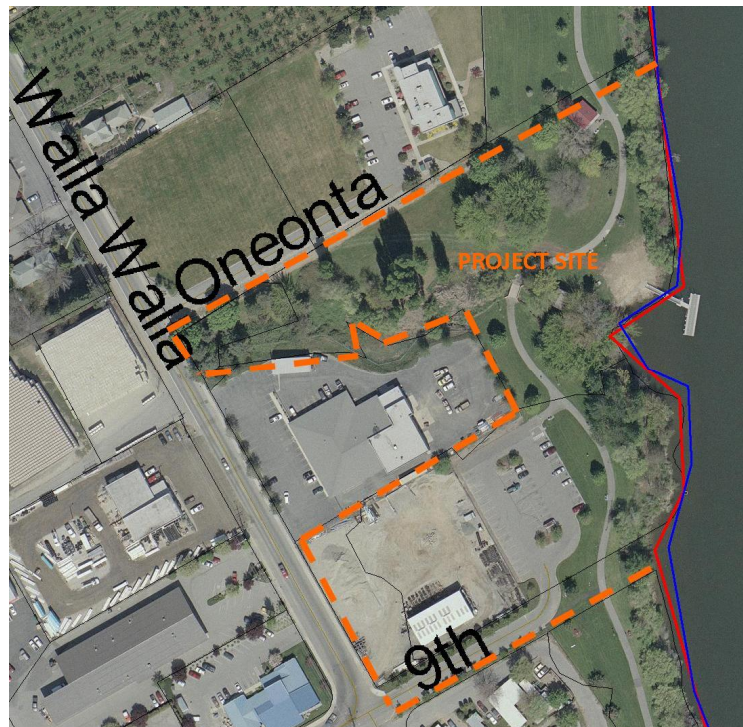
Self-insured retentions and/or deductibles above \$10,000 must be approved by the CITY. At the CITY's option, the Consultant may be required to provide financial guarantees.

### **Verification of Coverage and Certificates of Insurance**

Consultant shall furnish the CITY with original certificates and endorsements effecting coverage required above.

Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approve by the CITY before work commences and must be in effect for the duration of the contract. The CITY reserves the right to require complete copies of all required policies and endorsements.

### **EXHIBIT A     Project Site**



## **EXHIBIT B**

### **CONSULTANT'S AGREEMENT**

AGREEMENT MADE this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the City of Wenatchee, a municipal corporation of the State of Washington, hereinafter called "City", and [INSERT NAME]., hereinafter called "Consultant." In consideration of the terms, conditions, covenants and performance described herein, the parties agree as follows:

#### **I. GENERAL DESCRIPTION OF WORK**

The work under this agreement shall consist of the work and services as herein defined and necessary to accomplish the completed work for this project. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this agreement.

#### **II. SCOPE OF WORK**

The scope of work and level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this agreement.

#### **III. GENERAL REQUIREMENTS**

Consultant shall attend coordination, progress and presentation meetings with the City or such community, state or county officials, groups or individuals as may be requested by the City.

All reports, records and other data furnished to consultant by the City shall be returned. All documents and other work products prepared by Consultant prior to completion or termination of this agreement are instruments of service for this project and are property of the City. Reuse by the City or by others acting through or on behalf of the City of any such instruments of service, not occurring as part of this project, shall be without liability or legal exposure to Consultant.

#### **IV. COMMENCEMENT AND COMPLETION**

The Consultant shall not begin any work under the terms of this agreement until authorized in writing by the City. All work under this agreement shall be completed no later than \_\_\_\_ weeks from the date of the Notice to Proceed issued by City.

The established completion time shall not be extended because of any delays attributable to Consultants, but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of Consultant. A prior supplemental agreement issued by the City is required to extend the established completion time.

## **V. PAYMENT**

Consultant shall be paid by the City for completed work and services rendered under this agreement the fee sum of [INSERT FEE BASED ON BID] including Washington State sales tax, if applicable. In no event shall the remuneration for services and costs hereunder exceed the sum of \$7,795 unless prior written authorization for additional work is provided by the City.

Such payment shall be full compensation for work performed for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section 2, "Scope of Work."

## **VI. SUBCONTRACTING**

Consultant shall not subcontract or assign any of its obligations for the performance of any work under this agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and subcontractor, any contract or any other relationship.

## **VII. TERMINATION**

The right is reserved by the City to terminate this agreement at any time upon 10 days written notice to Consultant.

In the event this agreement is terminated by the City other than through the fault on the part of Consultant, a final payment shall be made to Consultant for work completed up to the date of termination. No payment shall be made for any work completed after 10 days following receipt by Consultant of a notice to terminate.

If the services of Consultant are terminated by the City for default on the part of Consultant, the amount to be paid by City shall be determined by the City with consideration given to the actual costs incurred by Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or type which is usable to the City at the time of termination; the cost to City of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to City of the work performed at the time of termination.

## **VIII. CHANGES IN THE WORK**

Consultant shall make changes and revisions in the completed work of this agreement as necessary to correct errors appearing therein, when required to do so by the City, without additional compensation therefore. Should the City find it desirable for its own purposes to have previously satisfactory work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as extra work and will be paid for as herein provided.

## **IX. EXTRA WORK**

The City may at any time, by written order, make changes within the general scope of the agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the agreement, the City shall make an equitable adjustment in (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the agreement accordingly.

Consultant must submit its "request for equitable adjustment", hereafter referred to as Claim, under this clause within 15 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a claim submitted before final payment of the agreement.

Failure to agree to any adjustment shall be a dispute under the disputes clause. However, nothing in this clause shall excuse consultant from proceeding with the agreement as changed.

Notwithstanding the terms and conditions above, the maximum amount payable under this agreement shall not be increased or considered to be increased except by specific written supplement to this agreement.

## **X. LEGAL RELATIONS AND INSURANCE**

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. This agreement shall be interpreted and construed in accord with the laws of the State of Washington.

Consultant shall indemnify and hold harmless the City, its officers and employees, harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from Consultant's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon conduct of the City, its officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the cost of the City of defending such claims and suits, shall be valid and enforceable only to the extent of Consultant's negligence or the negligence of the Consultant's agents or employees.

The Consultant's relation to the City shall be at all times as an independent contractor.

Consultant specifically assumes potential liability for actions brought by Consultant's own employees against City, and solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the State Industrial Insurance Law, Title 51 R.C.W. Consultant recognizes

that this waiver was specifically entered into pursuant to the provisions of R.C.W. 4.24.115 and was the subject of mutual negotiation.

Consultant shall obtain and keep in force during the terms of the agreement the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to R.C.W. Title 48:

- a. Worker's compensation and employer's liability insurance as required by the State of Washington.
- b. General commercial liability insurance in an amount not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence.
- c. Professional errors and omissions insurance in an amount not less than a single limit of \$1,000,000.

Excepting the worker's compensation insurance and any professional liability insurance secured by Consultant, the City will be named on all certificates of insurance as an additional insured. Consultant shall furnish the City with verification of insurance and endorsements required by this agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Consultant shall submit a verification of insurance as outlined above within 14 days of the execution of this agreement to the City.

No cancellation of the foregoing policies shall be effective without 30 days prior notice to the City.

The City will pay no progress payments under Section V of this agreement until Consultant has fully complied with this Section. This remedy is not exclusive, and the City may take such other action as is available to them under other provisions of this agreement, or otherwise in law.

## **XI. VENUE, APPLICABLE LAW AND JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action shall be initiated in the Chelan County Superior Court of the State of Washington. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Chelan County Superior Court of the State of Washington.

## **XII. DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Consultant and the City shall be referred for determination to the City's Mayor, whose decision



in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review.

### **XIII. COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

CITY OF WENATCHEE

By \_\_\_\_\_  
DENNIS JOHNSON, Mayor

CONSULTANT

By \_\_\_\_\_  
[INSERT NAME]



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: Dog Off Leash Area Committee Report  
Date: May 3, 2010

Board members Heuple and Jaecks will report on the dog off leash area project progress.

Action Requested:

None.



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: City Property Committee Report  
Date: May 3, 2010

Board members Siderius, Jones and Heuple will report on their investigation into City owned properties.

Action Requested:

None

## Agenda Item 5



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: Facility Use Committee Report  
Date: May 3, 2010

Board members Siderius, Heuple and Jones will report on the committee activities.

Action Requested:

None.



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: City Pool Committee Report  
Date: May 5, 2010

Board members Peterson and Jaecks will report on City Pool Committee activity.

Action Requested:

None.

## Agenda Item 7



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: Pioneer Park Committee Report  
Date: May 3, 2010

Board members Jones, Cuevas and Kolk will report on the progress of the Pioneer Park Committee.

Action Requested:

None.



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: City Council Items  
Date: May 4, 2010

The following is a report of parks and recreation related items that the City Council has or will be considering. The schedule is subject to change.

April 22, 2010

- ✓ Executive Session - Property
- ✓ RCO Grant Application Authorizations - Approved

May 13, 2010

- ✓ Physical Fitness Month Proclamation
- ✓ Dog Off Leash Area Study Acceptance

May 27, 2010

- ✓ Executive Session – Property
- ✓ RCO Grant Application Authorization
- ✓ Skate Area System Plan Acceptance

June 24, 2010

- ✓ Parks and Recreation Month Proclamation – PARK BOARD MEMBER TO ACCEPT AT MEETING

Action requested:

Provided for Board Member attendance scheduling purposes.



# MEMO

Parks and Recreation Department

To: Parks and Recreation Advisory Board  
From: Dave Erickson, Parks and Recreation Director  
Re: Grant Applications  
Date: May 4, 2010

The following is a summary report on the various grant applications that are in progress.

2009 CFNCW Grant. Community Center Community Garden Project. The scope of the grant is complete. Work continues to solicit donations for the fence. Approximately \$2,200 is still needed.

2009/10 Chelan Douglas Developmental Disabilities Program Grant. The grant application provides funding assistance for the Special Needs Social Program in 2009 and 2010. The \$6,300 application was successful and the program is continuing. The program expires next month.

2010 RCO Grants. Applications for two acquisition projects and the Lincoln Park Athletic Field project have been submitted. The next phase of the applications involves presentation in June at technical review meetings.

2010 Baseball Tomorrow Fund Application. Lincoln Park Baseball Field Project. Currently awaiting notification of award.

Alcoa Foundation Grant. Community Center Fence. Currently awaiting notification of award.

Petco Foundation Grant. Off Leash Area waste stations. Currently awaiting notification.

Charlotte Martin Foundation Grant. Lincoln Park Baseball Field project. Currently awaiting award notification.

AWC Wellness Works Grant. Program supplies were purchased and received for the employee walking program. Completing reimbursement paperwork.

Action requested:

Information only.